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[Additional counsel cont. on next page]

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**WESTERN DIVISION**

ESTATE OF CHRISTOPHER  
MERCURIO, by and through  
Successor in Interest, Hayley  
Bernal; Hayley Bernal,  
individually; TOMMY R.  
MERCURIO, individually

Plaintiff,

v.

LOS ANGELES COUNTY  
SHERIFF'S DEPARTMENT, a  
public entity; COUNTY OF LOS  
ANGELES, public entity; and  
LORENA GONZALEZ, an  
individual

Defendants.

Case No. 2:24-cv-11089  
Judge: John A. Kronstadt

Magistrate Judge: A. Joel Richlin

~~PROPOSED~~ **STIPULATED**  
**PROTECTIVE ORDER**

[Additional counsel from previous page]

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Los Angeles County Sheriff's Department,

County of Los Angeles, and Lorena Gonzalez

## **1. GENERAL**

1.1 Purposes and Limitations. Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the court to file material under seal.

## **1.2 Good Cause Statement.**

This action is likely to involve discovery that is confidential and privileged for which special protection from public disclosure and from use for any purpose other than prosecution of this action may be warranted. Such confidential and

1 proprietary materials and information consist of, among other things,  
2 information pertaining to the investigation from Los Angeles County Sheriff's  
3 Department (LACSD) and California Department of Justice (DOJ) of the  
4 underlying criminal activities, as well as peace officer personnel file information  
5 and/or documents which the parties agree include (1) Personal data, including  
6 marital status, family members, educational and employment history, home  
7 addresses, or similar information; (2) Medical history; (3) Election of employee  
8 benefits; (4) Employee advancement, appraisal or discipline; and (5) Complaints,  
9 or investigations of complaints, if any, concerning an event or transaction in  
10 which a peace officer participated, or which a peace officer perceived, and  
11 pertaining to the manner in which the peace officer performed his or her duties.

12 Such confidential materials and information consist of, among other  
13 things, materials which may be entitled to privileges and/or protections under  
14 the following: United States Constitution, First Amendment; the California  
15 Constitution, Article I, Section 1; California Penal Code §§ 832.5, 832.7 and  
16 832.8; California Evidence Code §§ 1040 and 1043 et. seq; the Privacy Act of  
17 1974, 5 U.S.C. § 552; Health Insurance Portability and Accountability Act of  
18 1996 (HIPPA); the right to privacy; decisional law relating to such provisions;  
19 and information otherwise generally unavailable to the public, or which may be  
20 privileged or otherwise protected from disclosure under state or federal statutes,  
21 court rules, case decisions, or common law.

22 Defendants also contend that such confidential materials and information  
23 are entitled to the Official Information Privilege. Sanchez v. City of Santa Ana,  
24 936 F.2d 1027, 1033 (9th Cir. Cal.1990); see also Kerr v. United States Dist. Ct.  
25 for N.D. Cal., 511 F.2d 192, 198 (9th Cir. Cal. 1975). Aff'd, 426 U.S. 394, 96 S.  
26 Ct. 3229, 48 L.Ed.2d 725 (1976). The information otherwise may be generally  
27 unavailable to the public, or may be privileged or otherwise protected from  
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1 disclosure under state or federal statutes, court rules, case decisions, or common  
2 law.

3 Further, discovery may require depositions, written discovery and/or the  
4 production of certain information the public disclosure of which could comprise  
5 officer safety, and/or raise security issues. Additionally, public disclosure of  
6 such information poses a substantial risk of embarrassment, oppression, and/or  
7 physical harm to peace officers whose confidential information is disclosed. The  
8 risk of harm to peace officers is greater than with other government employees  
9 due to the nature of their profession. The benefit of public disclosure of  
10 confidential information is minimal while the potential disadvantages are great.

11 Accordingly, to expedite the flow of information, to facilitate the prompt  
12 resolution of disputes over confidentiality of discovery materials, to adequately  
13 protect information the parties are entitled to keep confidential, to ensure that  
14 the parties are permitted reasonable necessary uses of such material in  
15 preparation for and in the conduct of trial, to address their handling at the end  
16 of the litigation, and serve the ends of justice, a protective order for such  
17 information is justified in this matter. It is the intent of the parties that  
18 information will not be designated as confidential for tactical reasons and that  
19 nothing be so designated without a good faith belief that it has been maintained  
20 in a confidential, non-public manner, and there is good cause why it should not  
21 be part of the public record of this case.

## 22 **2. DEFINITIONS**

23 2.1 Action: Estate of Christopher Mercurio, by and through Successor  
24 in Interest, Hayley Bernal; Hayley Bernal, individually; Tommy R. Mercurio,  
25 individually v. Los Angeles County Sheriff's Department, a public entity;  
26 County of Los Angeles, a public entity; and Lorena Gonzalez, an individual.

1           2.2 Challenging Party: a Party or Non-Party that challenges the  
2 designation of information or items under this Order.

3           2.3 “CONFIDENTIAL” Information or Items: information (regardless  
4 of how it is generated, stored or maintained) or tangible things that qualify for  
5 protection under Federal Rule of Civil Procedure 26(c), and as specified above  
6 in the Good Cause Statement.

7           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
8 their support staff).

9           2.5 Designating Party: a Party or Non-Party that designates  
10 information or items that it produces in disclosures or in responses to discovery  
11 as “CONFIDENTIAL.”

12           2.6 Disclosure or Discovery Material: all items or information,  
13 regardless of the medium or manner in which it is generated, stored, or  
14 maintained (including, among other things, testimony, transcripts, and tangible  
15 things), that are produced or generated in disclosures or responses to discovery  
16 in this matter.

17           2.7 Expert: a person with specialized knowledge or experience in a  
18 matter pertinent to the litigation who has been retained by a Party or its counsel  
19 to serve as an expert witness or as a consultant in this Action.

20           2.8 House Counsel: attorneys who are employees of a party to this  
21 Action. House Counsel does not include Outside Counsel of Record or any other  
22 outside counsel.

23           2.9 Non-Party: any natural person, partnership, corporation,  
24 association, or other legal entity not named as a Party to this action.

25           2.10 Outside Counsel of Record: attorneys who are not employees of a  
26 party to this Action but are retained to represent or advise a party to this Action  
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1 and have appeared in this Action on behalf of that party or are affiliated with a  
2 law firm that has appeared on behalf of that party, including support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,  
4 employees, consultants, retained experts, and Outside Counsel of Record (and  
5 their support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation  
9 support services (e.g., photocopying, videotaping, translating, preparing  
10 exhibits or demonstrations, and organizing, storing, or retrieving data in any  
11 form or medium) and their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is  
13 designated as “CONFIDENTIAL.”

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery  
15 Material from a Producing Party.

16 **3. SCOPE**

17 The protections conferred by this Stipulation and Order cover not only  
18 Protected Material (as defined above), but also (1) any information copied or  
19 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
20 compilations of Protected Material; and (3) any testimony, conversations, or  
21 presentations by Parties or their Counsel that might reveal Protected Material.

22 Any use of Protected Material at trial shall be governed by the orders of  
23 the trial judge. This Order does not govern the use of Protected Material at  
24 trial.

25 **4. DURATION**

26 Once a case proceeds to trial, all of the court-filed information to be  
27 introduced that was previously designated as confidential or maintained  
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pursuant to this protective order becomes public and will be presumptively available to all members of the public, including the press, unless compelling reasons supported by specific factual findings to proceed otherwise are made to the trial judge in advance of the trial. See Kamakana v. City and Cty. of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing documents produced in discovery from “compelling reasons” standard when merits-related documents are part of court record). Accordingly, the terms of this protective order do not extend beyond the commencement of the trial.

## **5. DESIGNATING PROTECTED MATERIAL**

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates information or items for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. The Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications that qualify so that other portions of the material, documents, items, or communications for which protection is not warranted are not swept unjustifiably within the ambit of this Order.

Mass, indiscriminate, or routinized designations are prohibited. Designations that are shown to be clearly unjustified or that have been made for an improper purpose (e.g., to unnecessarily encumber the case development process or to impose unnecessary expenses and burdens on other parties) may expose the Designating Party to sanctions.

If it comes to a Designating Party’s attention that information or items that it designated for protection do not qualify for protection, that Designating



1 Party must promptly notify all other Parties that it is withdrawing the  
2 inapplicable designation.

3 5.2 Manner and Timing of Designations. Except as otherwise provided  
4 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
5 stipulated or ordered, Disclosure or Discovery Material that qualifies for  
6 protection under this Order must be clearly so designated before the material is  
7 disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic  
10 documents, but excluding transcripts of depositions or other pretrial or trial  
11 proceedings), that the Producing Party affix, at a minimum, the legend  
12 “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to each page that  
13 contains protected material. If only a portion or portions of the material on a  
14 page qualifies for protection, the Producing Party also must clearly identify the  
15 protected portion(s) (e.g., by making appropriate markings in the margins).

16 A Party or Non-Party that makes original documents available for  
17 inspection need not designate them for protection until after the inspecting  
18 Party has indicated which documents it would like copied and produced. During  
19 the inspection and before the designation, all of the material made available for  
20 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has  
21 identified the documents it wants copied and produced, the Producing Party  
22 must determine which documents, or portions thereof, qualify for protection  
23 under this Order. Then, before producing the specified documents, the  
24 Producing Party must affix the “CONFIDENTIAL legend” to each page that  
25 contains Protected Material. If only a portion or portions of the material on a  
26 page qualifies for protection, the Producing Party also must clearly identify the  
27 protected portion(s) (e.g., by making appropriate markings in the margins).



1 (b) for testimony given in depositions that the Designating Party  
2 identify the Disclosure or Discovery Material on the record, before the close of  
3 the deposition.

4 (c) for information produced in some form other than documentary  
5 and for any other tangible items, that the Producing Party affix in a prominent  
6 place on the exterior of the container or containers in which the information is  
7 stored the legend "CONFIDENTIAL." If only a portion or portions of the  
8 information warrants protection, the Producing Party, to the extent practicable,  
9 shall identify the protected portion(s).

10 5.3 Inadvertent Failures to Designate. If timely corrected, an  
11 inadvertent failure to designate qualified information or items does not,  
12 standing alone, waive the Designating Party's right to secure protection under  
13 this Order for such material. Upon timely correction of a designation, the  
14 Receiving Party must make reasonable efforts to assure that the material is  
15 treated in accordance with the provisions of this Order.

16 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
18 designation of confidentiality at any time that is consistent with the Court's  
19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
21 resolution process under Local Rule 37-1, et seq. Any discovery motion must  
22 strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-  
23 3.

24 6.3 Burden. The burden of persuasion in any such challenge proceeding  
25 shall be on the Designating Party. Frivolous challenges, and those made for an  
26 improper purpose (e.g., to harass or impose unnecessary expenses and burdens  
27 on other parties) may expose the Challenging Party to sanctions. Unless the  
28

1 Designating Party has waived or withdrawn the confidentiality designation, all  
2 parties shall continue to afford the material in question the level of protection  
3 to which it is entitled under the Producing Party's designation until the Court  
4 rules on the challenge.

5 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

6 7.1 Basic Principles. A Receiving Party may use Protected Material  
7 that is disclosed or produced by another Party or by a Non-Party in connection  
8 with this Action only for prosecuting, defending, or attempting to settle this  
9 Action. Such Protected Material may be disclosed only to the categories of  
10 persons and under the conditions described in this Order. When the Action has  
11 been terminated, a Receiving Party must comply with the provisions of section  
12 13 below (FINAL DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party  
14 at a location and in a secure manner that ensures that access is limited to the  
15 persons authorized under this Order.

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
17 otherwise ordered by the Court or permitted in writing by the Designating  
18 Party, a Receiving Party may disclose any information or item designated  
19 "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this Action,  
21 as well as employees of said Outside Counsel of Record to whom it is reasonably  
22 necessary to disclose the information for this Action;

23 (b) the officers, directors, and employees (including House Counsel)  
24 of the Receiving Party to whom disclosure is reasonably necessary for this  
25 Action;

1 (c) Experts (as defined in this Order) of the Receiving Party to  
2 whom disclosure is reasonably necessary for this Action and who have signed  
3 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (d) the Court and its personnel;

5 (e) court reporters and their staff;

6 (f) professional jury or trial consultants, mock jurors, and  
7 Professional Vendors to whom disclosure is reasonably necessary for this Action  
8 and who have signed the “Acknowledgment and Agreement to Be Bound”  
9 (Exhibit A);

10 (g) the author or recipient of a document containing the information  
11 or a custodian or other person who otherwise possessed or knew the information;

12 (h) during their depositions, witnesses, and attorneys for witnesses,  
13 in the Action to whom disclosure is reasonably necessary provided: (1) the  
14 deposing party requests that the witness sign the form attached as Exhibit A  
15 hereto; and (2) they will not be permitted to keep any confidential information  
16 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit  
17 A), unless otherwise agreed by the Designating Party or ordered by the Court.  
18 Pages of transcribed deposition testimony or exhibits to depositions that reveal  
19 Protected Material may be separately bound by the court reporter and may not  
20 be disclosed to anyone except as permitted under this Stipulated Protective  
21 Order; and

22 (i) any mediator or settlement officer, and their supporting  
23 personnel, mutually agreed upon by any of the parties engaged in settlement  
24 discussions.

25 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
26 **PRODUCED IN OTHER LITIGATION**

1 If a Party is served with a subpoena or a court order issued in other  
2 litigation that compels disclosure of any information or items designated in this  
3 Action as “CONFIDENTIAL,” that Party must:

4 (a) promptly notify in writing the Designating Party. Such notification  
5 shall include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or order  
7 to issue in the other litigation that some or all of the material covered by the  
8 subpoena or order is subject to this Protective Order. Such notification shall  
9 include a copy of this Stipulated Protective Order; and

10 (c) cooperate with respect to all reasonable procedures sought to be  
11 pursued by the Designating Party whose Protected Material may be affected.

12 If the Designating Party timely seeks a protective order, the Party served  
13 with the subpoena or court order shall not produce any information designated  
14 in this action as “CONFIDENTIAL” before a determination by the court from  
15 which the subpoena or order issued, unless the Party has obtained the  
16 Designating Party’s permission. The Designating Party shall bear the burden  
17 and expense of seeking protection in that court of its confidential material and  
18 nothing in these provisions should be construed as authorizing or encouraging  
19 a Receiving Party in this Action to disobey a lawful directive from another court.

20 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
21 **PRODUCED IN THIS LITIGATION**

22 (a) The terms of this Order are applicable to information produced by a  
23 Non-Party in this Action and designated as “CONFIDENTIAL.” Such  
24 information produced by Non-Parties in connection with this litigation is  
25 protected by the remedies and relief provided by this Order. Nothing in these  
26 provisions should be construed as prohibiting a Non-Party from seeking  
27 additional protections.  
28

1 (b) In the event that a Party is required, by a valid discovery request, to  
2 produce a Non-Party's confidential information in its possession, and the Party  
3 is subject to an agreement with the Non-Party not to produce the Non-Party's  
4 confidential information, then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-  
6 Party that some or all of the information requested is subject to a confidentiality  
7 agreement with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated  
9 Protective Order in this Action, the relevant discovery request(s), and a  
10 reasonably specific description of the information requested; and

11 (3) make the information requested available for inspection by the  
12 Non-Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this Court within  
14 14 days of receiving the notice and accompanying information, the Receiving  
15 Party may produce the Non-Party's confidential information responsive to the  
16 discovery request. If the Non-Party timely seeks a protective order, the  
17 Receiving Party shall not produce any information in its possession or control  
18 that is subject to the confidentiality agreement with the Non-Party before a  
19 determination by the Court. Absent a court order to the contrary, the Non-Party  
20 shall bear the burden and expense of seeking protection in this Court of its  
21 Protected Material.

22 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

23 If a Receiving Party learns that, by inadvertence or otherwise, it has  
24 disclosed Protected Material to any person or in any circumstance not  
25 authorized under this Stipulated Protective Order, the Receiving Party must  
26 immediately (a) notify in writing the Designating Party of the unauthorized  
27 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
28

Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

**11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the Court.

**12. MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue; good cause must be shown in the request to file under seal. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

**13. FINAL DISPOSITION**

After the final disposition of this Action, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed, and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).



1 **14. VIOLATION OF ORDER**

2 Any violation of this Order may be punished by any and all appropriate  
3 measures including, without limitation, contempt proceedings and/or monetary  
4 sanctions.

5  
6 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

7  
8 Dated: October 6, 2025 LAW OFFICES OF CHRISTIAN CONTRERAS

9 /s/ Christian Contreras

10 Christian Contreras, Esq.  
11 Attorneys for Plaintiff Tommy Mercurio

12 Dated: October 6, 2025 GASTELUM LAW

13 /s/ Denisse O. Gastelum

14 Denisse O. Gastelum, Esq.  
15 Attorneys for Plaintiffs Estate of Christopher  
16 Mercurio, et. al.

17  
18 Dated: October 6, 2025 JONES MAYER

19 /s/ Angela M. Powell

20 Angela M. Powell, Esq.  
21 Helen O. Kim, Esq.  
22 Attorneys for Defendants Los Angeles County  
23 Sheriff's Department, County of Los Angeles,  
24 and Lorena Gonzalez

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

26 DATED: 10/06/2025

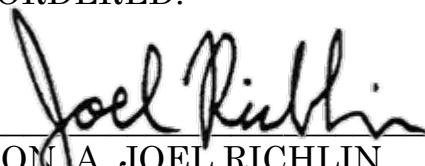
27   
28 HON. A. JOEL RICHLIN  
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [full name], of \_\_\_\_\_ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on \_\_\_\_\_ [date] in the case of \_\_\_\_\_ [insert case name and number]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint \_\_\_\_\_ [full name] of \_\_\_\_\_ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_